

VTX FLEX T1 SERVICE

1.0 Service Description

The VTX FLEX T1 ("Service") is a service that utilizes IP technology to provide converged voice and data service over a single connection to a Customer Premises via a local loop furnished by VTX. VTX FLEX T1 accommodates both inbound and outbound converged voice and data traffic by utilizing channels available via the local loop. VTX FLEX T1 supports up to 12 analog lines, subject to Customer's selection of port speeds, and provides local, long distance and data communications service capabilities as agreed on SOA.

2.0 Local and Long Distance Services

VTX FLEX T1 includes local and long distance calling minutes for inbound or outbound domestic and international usage subject to the limitations and Usage Requirements described in SOA. Overage charges for calling minutes exceeding the minute block will be billed at the applicable standard service rates reflected at www.vtxtelecom.com/ld-rates.asp.

Each call will be billed in sixty (60)-second initial and with sixty (60)-second increments.

In addition:

- See www.vtxtelecom.com/terms.html for Long Distance and International Operator Service.
- See "Calling Card" at www.vtxtelecom.com/terms.html.

3.0 Data Service

Dedicated Internet access service is included in VTX FLEX T1. The available bandwidth varies from the simultaneous voice usage at any given time but may be up to 1.54Mb (one T-1) if no voice usage is occurring.

4.0 Other Requirements

Usage Requirements. VTX FLEX T1 usage levels must be consistent with average business usage levels. VTX FLEX T1 may not be used in connection with call center or similar operations, auto-dialers, foreign exchange services, public telephone services, calls to Internet Service Providers, broadcast facsimile applications, or aggregated end-user traffic such as that undertaken by educational institutions, nor may VTX FLEX T1 be deployed at any Customer collocation space. VTX FLEX T1 Service requires a minimum of five (5) Voice Grade Equivalents at all times. VTX reserves the right either to discontinue furnishing the VTX FLEX T1 or to allocate Customer to an alternative usage plan or product if Customer's usage, in VTX's sole discretion, is deemed not to be that of a typical business user or if the Service is being used by Customer for any prohibited application, or if Customer falls below the minimum required number of DID phone numbers. Customer shall remain responsible for any applicable early termination charge if it chooses to terminate service as a result of VTX's discontinuation of service or its modification of the Customer's usage plan or product.

E911 Capability. To receive VTX FLEX T1, Customer must review and acknowledge the acceptance of a Disclosure Addendum indicating that any E911 calling capability associated with the Service: (a) may not be available during an electrical power outage affecting the Service location; (b) will not be available if Customer's broadband connection service has been disrupted and not restored; (c) will not be available if Service has been discontinued for any reason, including Customer non-payment; (d) may not be available or may be routed to emergency personnel unable to respond at locations other than the location for which a Service address has been furnished to the Company; (e) may not be available or may be routed to emergency personnel unable to respond, if Customer has disabled or damaged the VTX-provided Interactive Access Device or removed it to a location other than one for which a Service address has been provided to VTX; or (f) may be delayed or unavailable due to network congestion or other problems affecting the network. Customers are encouraged to acquire and maintain alternative means of accessing E911 service and to inform their authorized users of emergency calling alternatives available to them.

Customer PBX Configuration. Notwithstanding successful lab testing of VTX FLEX T1 with respect to the compatibility and operability of Customer's PBX configuration, VTX makes no representations or warranties of any kind regarding the impact that such configuration will have on Customer's business requirements or interoperability with Customer's other systems. Although VTX will configure Customer's voice service according to the specified Standard Configuration, it is the sole responsibility of Customer and Customer's PBX vendor to ensure that the phone equipment is set up to accept VTX Service and that the PBX configuration is suitable to satisfy Customer's business requirements.

Acceptable Use Policy. Customer acknowledges that it has reviewed the VTX Acceptable Use Policy ("AUP") which may be found at: www.vtxtelecom.com/terms.html, and agrees to be bound by the then current version of the AUP. The terms and conditions of the AUP, which may be updated from time to time, are hereby incorporated by reference and made a part of this Agreement.

Use of VTX FLEX T1: Customer acknowledges and agrees that all requirements and restrictions (collectively the "Regulations") are applicable in all respects to its subscription to, and use of, VTX FLEX T1 Services. Customer is prohibited from intermingling traffic or for utilizing this service for anything other than providing an FLEX T1 originated and/or terminated service to its End Users in accordance with all applicable federal and state regulations. Customer expressly agrees, represents and warrants that all traffic delivered by Customer to



VTX hereunder is FLEX T1 originated, and all traffic delivered by VTX to Customer hereunder is FLEX T1 terminated, in accordance with all applicable federal and state law and regulation and, without limiting the foregoing, it will not use the Services to originate or terminate TDM or voice calls in a manner that bypasses applicable switched access or other charges. In addition, Customer expressly agrees, represents and warrants that no calls will be made via use of VTX FLEX T1 from any location other than the actual Customer Premises specifically designated by Customer on the SOA and at which VTX FLEX T1 is established. Customer understands and agrees that these covenants and the provisions set out in the Regulations are material and essential parts of the Agreement and that Customer's breach of any of the Regulations constitutes a material default of the Agreement. VTX reserves the right to modify rates to reflect applicable access or other charges and/or terminate the Agreement and/or the Services for cause immediately upon written notice to Customer if VTX determines in its sole discretion that Customer is using or plans to use the Services in a manner inconsistent with any of the Regulations or Customer fails to pay any such access or other charges. Without limiting any other provision of the Agreement, Customer further represents and warrants that it will use the Services in conformance and compliance with the federal Telephone Consumer Protection Act and other laws or regulations pertaining to "do not call" lists or registries. VTX may audit Customer's traffic to ensure that Customer is complying with the Regulations, as well as with the prohibitions set forth above.

Limitations on Use: Customer may use VTX FLEX T1 solely for its own benefit and the benefit of its End Users. Customer shall not share, resell or allow the use of the VTX IP F FLEX, in whole or in part, by any third party, including but not limited to other providers of computer or communications services.

5.0 Features and Price Changes

Online Feature Management. This feature provides Customer with a web-based interface that allows the Customer to make changes to its existing voice services by accessing the User Administrative Web Portal via https://www.vtxtelecom.com/my_account.asp.

Price and Price Changes. In addition to the NRC and MRC, all additional costs and charges owed by Customer to VTX shall be listed on the SOA for the VTX FLEX T1 Service executed by both Customer and VTX. VTX will provide notification to the Customer in advance of any price increases. Price reductions will be effective immediately without any written notification. If Customer elects not to accept a price increase, it may notify VTX in writing of its intent to terminate the agreement for VTX FLEX T1 within thirty (30) days of receipt of the notice of the rate increase. After VTX receives such notice, it will terminate Customer's service within sixty (60) days of such receipt without imposing any termination liabilities. Customer will be obligated to pay the increased price, prorated if applicable, during the termination notice period. Customer's use of VTX FLEX T1 after the thirty (30) day notice period will constitute its acceptance of the price increase.